

**BEFORE  
THE PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

**DOCKET NO. 1999-179-C**

In re:

Application of Legacy Long Distance  
International, Inc. for Reinstatement of  
Certificate of Public Convenience and  
Necessity to Provide Intrastate Resold  
Telecommunications Services and for  
Alternative Regulation Within the State  
of South Carolina

**APPLICATION FOR  
REINSTATEMENT**

Legacy Long Distance International, Inc. (“Legacy” or “Applicant”), pursuant to S.C. Code Ann. § 58-9-280(B), as amended, and Section 253 of the Telecommunications Act of 1996, submits this Application for Reinstatement of its Certificate of Public Convenience and Necessity (“Certificate”) with the Public Service Commission of South Carolina (“Commission”) authorizing Legacy to provide intrastate resold telecommunications services between and among locations within the State of South Carolina as a non-facilities-based interexchange telecommunications service provider. As explained below, Legacy respectfully seeks reinstatement of its Certificate on a retroactive basis.

Consistent with its prior authorization, Applicant also requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C.

Legacy proposes to provide telecommunications services through facilities owned by other carriers and equipment of Incumbent Local Exchange Carriers (“ILECs”) operating in

South Carolina. All services are available twenty-four (24) hours per day, seven (7) days a week.

Approval of this application will promote the public interest by increasing the level of competition within South Carolina. This competition will mandate that all exchange telecommunications providers will operate more efficiently, enabling the consumer to benefit via reduced rates.

In support of this Application, Applicant respectfully states as follows:

**1. Retroactive Reinstatement**

In the past, Applicant attempted to handle regulatory compliance without outside support. This arrangement proved unworkable, as Applicant was unaware of and failed to comply with certain deadlines and filings, including those with this Commission. For these failures, Applicant's previously granted Certificate was revoked in Order No. 2013-249, Docket No. 2013-34-C. To remedy this unworkable arrangement, Applicant has retained Inteserra Consulting Group, Inc. ("Inteserra"), a regulatory consulting company with thirty years of experience in supporting companies like Legacy and ensuring that they remain compliant with regulatory requirements. With the assistance of Inteserra, Legacy operates and is in good standing in forty-nine states.

Legacy currently has one telecommunications customer in South Carolina, the Newberry County Detention Center ("Newberry"). At the time Legacy initially contracted with Newberry, it was not aware of the status of its Certificate, and it did not intend to operate under an inactive Certificate. Now that it is aware of the inactive status of its Certificate, Legacy seeks reinstatement on a retroactive basis to cover its period of service to Newberry. The Commission has previously reinstated certificates of public convenience and necessity for telecommunications

utilities once the utility fulfilled its obligations to the State Universal Service Fund (“USF”).<sup>1</sup> Legacy pledges to determine and fulfill, in cooperation with the Office of Regulatory Staff, its obligations to the USF and to ensure compliance with any other applicable fees and taxes.

**2. The name and principle address of the Applicant are:**

Legacy Long Distance International, Inc.  
10833 Valley View Street, Suite 150  
Cypress, California 90630  
Phone: (714) 826-0547  
Fax: (714) 827-7545  
Toll-Free: (800) 577-5534

**3. All correspondence / notices / inquiries / other communications regarding this application should be sent to:**

Samuel J. Wellborn  
Frank R. Ellerbe, III  
SOWELL GRAY ROBINSON STEPP & LAFFITTE, LLC  
1310 Gadsden Street  
Columbia, South Carolina 29201  
Phone: (803) 231-7829  
Fax: (803) 231-7828  
Email: [swellborn@sowellgray.com](mailto:swellborn@sowellgray.com)

Sharon R. Warren  
Margeaux Pennywell  
Inteserra Consulting Group, Inc.  
151 Southhall Lane, Suite 450  
Maitland, Florida 32751  
Phone: (407) 740-3005  
Fax: (407) 740-0613  
Email: [swarren@inteserra.com](mailto:swarren@inteserra.com)

**4. All correspondence / notices / inquiries / other communications regarding the ongoing operations of Applicant should be sent to:**

Rafael Quinto  
Legacy Long Distance International, Inc.  
10833 Valley View Street, Suite 150  
Cypress, California 90630

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<sup>1</sup> See, e.g., Order No. 2017-377, Docket No. 1999-132-C (June 7, 2017).

**5. Description of Applicant**

Legacy was incorporated in 1996 under the laws of the State of California, and is registered as a foreign entity with the South Carolina Secretary of State. Legacy's certificate of authority in South Carolina was recently reinstated after having paid owed taxes. The relevant Secretary of State documentation is attached hereto as Exhibit A.

**6. Officers and Directors and Legal Counsel**

See Exhibit B.

**7. Customer Service**

Applicant understands the importance of effective customer service for consumers. Legacy utilizes a nationwide, toll-free customer service telephone number **(800) 506-8407** that is available twenty-four (24) hours a day, seven (7) days a week. Customers may also contact the company in writing at the headquarters address indicated below. The contact for resolution of customer complaints with the Commission is:

Legacy Long Distance International, Inc.  
10833 Valley View Street, Suite 150  
Cypress, California 90630

**8. Financial Ability**

Legacy has sufficient financial resources to guarantee its financial soundness. Legacy's most recent financial statement is submitted as Exhibit C. Legacy does not issue annual reports or submit any financial filings to the Securities and Exchange Commission.

**9. Managerial and Technical Ability**

Applicant is technically and managerially qualified to provide competitive local exchange and interexchange services in South Carolina. Applicant's South Carolina operations will be directed by its existing management, technical and operations staffs that are responsible for the

interexchange and local exchange operations in other states. A description of the background of Applicant's key personnel, which demonstrates the extensive telecommunications experience of Applicant's management team, as demonstrated by the resumes provided in Exhibit D. In addition to its internal staff, Legacy has retained Inteserra, an experienced outside consulting group, to manage its regulatory affairs.

#### **10. Proposed Service Territory and Description of Services**

As it did previously, Applicant proposes to provide 1+ direct dialed calls, 0+ calls, toll-free services, operator-assisted services, and travel card services. Legacy proposes to market its service to hotel management groups by using inside sales representatives and mailers. Legacy also proposes to provide resold interexchange telecommunications via automated operator assistance calling services to inmates in confinement facilities. All services will be offered twenty-four (24) hours per day, seven (7) days a week throughout the State of South Carolina.

Legacy will not directly market to residential customers. When Legacy does provide residential service, its residential customers verify their desire to become a Legacy customer through a written letter of authorization. Legacy also uses Veritech, a third-party verification company based in San Antonio, Texas.

Applicant is requesting state-wide authority to provide both local exchange and interexchange services within South Carolina. Applicant will provide telecommunications services through facilities owned by other carriers through the facilities of ILECs operating in South Carolina.<sup>2</sup>

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<sup>2</sup> Applicant will seek to enter into a stipulation with the South Carolina Telephone Coalition with respect to providing service in rural areas. Applicant is not asking the Commission to make a finding at this time regarding whether competition is in the public interest for rural areas.

Applicant will ensure that its retail customers have access to 911 services, directory assistance, and telecommunications relay services. Applicant will continuously monitor and maintain a high level of control over its network on a twenty-four hours a day, seven days a week basis. Exhibit E contains Applicant's proposed local exchange/long distance tariff.

#### **11. Public Interest and Need**

Approval of this application and Applicant's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, Applicant will offer its customers the ability to have seamless service for local services as well as intrastate, interstate and international toll services.

The granting of Applicant's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regard, Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

Applicant's entry into the local market will not disadvantage any telephone service providers. ILECs are presently serving most local exchange customers in South Carolina. The history of telecommunications competition has demonstrated that, as new entrants improved the price performance of service, consumers have benefited from a wider choice of service and options. The resulting reduced rates that competitive pressures brought to the market stimulated demand, resulting in growing revenues for both new entrants and established firms. Applicant expects this same phenomenon to affect local service over time, thus creating a larger market for all carriers. Therefore, the approval of Applicant's application is clearly in the public interest.

## **12. Waivers and Regulatory Compliance**

Applicant requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. Applicant requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant's operations. Therefore, Applicant requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, Applicant requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Cypress,

California. In the event that the Commission finds it necessary to review Applicant's books, this information will be provided upon request to the Commission or Applicant will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.

- C. Applicant will comply with S.C. Reg. 103-631 by having its customer information listed in the directories published by the incumbent LECs. These directories will be distributed to Applicant's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Applicant and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information.
- D. Applicant requests waiver of 10 S.C. Regs. 103-612.2.3, the requirement to file operating maps with the Commission. Applicant intends to offer its services statewide.
- E. Applicant requests waiver 10 S.C. Regs. 103-607, the requirement that telephone utilities providing retail residential local exchange services provide a bond or other security mechanism unless the utility has invested at least \$5,000,000 in telecommunications facilities in the State of South Carolina. That regulation provides that the Commission may waive this requirement if the Applicant provides evidence of financial stability as deemed appropriate by the Commission. Inasmuch as the Applicant has demonstrated its financial stability, and because Applicant does not market to, and does not financially rely upon, residential customers, Applicant respectfully requests waiver of this requirement.



- F. Finally, Applicant requests waivers of any reporting requirements which are not applicable to competitive providers such as Applicant because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively within the state's local exchange and resale market.

### **13. Flexible Regulation of Local Exchange Services**

In Docket No. 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. Applicant submits that, as a local exchange competitor, it should be subject to regulatory constraints no greater than those imposed in the above-mentioned docket. The Applicant requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

### **14. Alternative Regulation of Business Service Offerings**

In Docket No. 95-661-C, in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be

presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. Applicant submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. Applicant requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that Applicant has the technical, financial and managerial resources to provide non-facilities-based and resold local exchange service and resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.

Wherefore, Legacy respectfully petitions this Commission for authority to operate as a non-facilities-based and resold provider of local exchange service and a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, for alternative regulation of its long distance business service offerings, and for such other relief as it deems necessary and appropriate.

s/Samuel J. Wellborn

Frank R. Ellerbe, III (SC Bar No. 01866)

Samuel J. Wellborn (SC Bar No. 101979)

SOWELL GRAY ROBINSON STEPP & LAFFITTE, LLC

1310 Gadsden Street

Columbia, South Carolina 29201

Phone: (803) 231.7829

Fax: (803) 231.7878

[fellerbe@sowellgray.com](mailto:fellerbe@sowellgray.com)

[swellborn@sowellgray.com](mailto:swellborn@sowellgray.com)

Columbia, South Carolina

Dated: April 9, 2018

## State of California

## SECRETARY OF STATE

## CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

SEP 10 1996



*Bill Jones*

Secretary of State

19783

ENDORSE  
FILE

In the office of the Secretary  
of the State of California

SEP - 9

Bill Jones, Secretary

ARTICLES OF INCORPORATION  
OF

LEGACY LONG DISTANCE INTERNATIONAL, INC.

I

The name of this corporation is LEGACY LONG DISTANCE INTERNATIONAL, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address of this corporation's initial agent for service of process is:

George Grellas, Esq.  
2005 Hamilton Avenue  
Suite 230  
San Jose, California 95125

IV

This corporation is authorized to issue only one class of shares of stock, to be designated as "common" shares; the total number of shares which this corporation is authorized to issue is 10,000,000.

V


1. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

2. Indemnification of Corporate Agents. This corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.


3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article V shall not adversely

affect any right of indemnification or limitation of liability of an agent of this corporation relating to acts or omissions occurring prior to such repeal or modification.

Dated: September 6, 1996

  
George Grellas  
Incorporator

I declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.

  
George Grellas

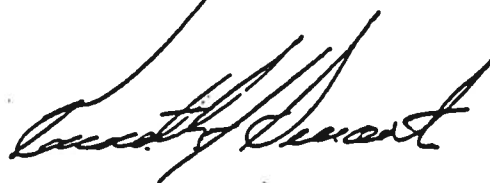
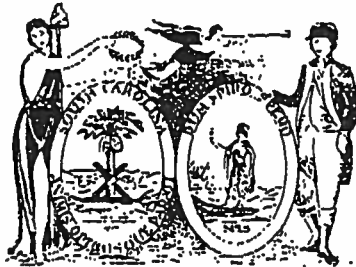


Exhibit A

# *The State of South Carolina*



## *Office of Secretary of State Jim Miles* **Certificate of Authorization**

I, Jim Miles, Secretary of State of South Carolina Hereby certify that:

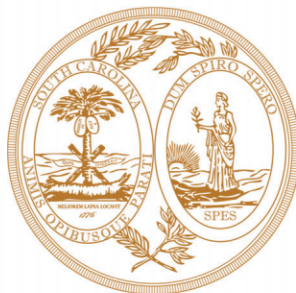
**LEGACY LONG DISTANCE INTERNATIONAL, INC.,**  
a corporation duly organized under the laws of the state of **CALIFORNIA**  
and issued a certificate of authority to transact business in South Carolina on  
**March 17th, 1999**, has on the date hereof filed all reports due this office, paid all  
fees, taxes and penalties owed to the Secretary of State, that the Secretary of State  
has not mailed notice to the Corporation that its authority to transact business in  
South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976  
South Carolina Code, and no application for surrender of authority to do business in  
South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of  
the State of South Carolina this 19th day of  
March, 1999.

A handwritten signature of Jim Miles in black ink, written over a horizontal line.

Jim Miles, Secretary of State

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authority**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

LEGACY LONG DISTANCE INTERNATIONAL, INC.,  
a corporation duly organized under the laws of the state of California and issued a certificate of authority to transact business in South Carolina on March 17th, 1999, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to S.C. Code Ann. §33-15-310, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 2nd day  
of April, 2018.

  
Mark Hammond, Secretary of State



## Exhibit B

The Company's officers are as follows:

<b><u>Officers</u></b>	<b><u>Title</u></b>
Curtis A. Brown	President/Director
George Hansell	Vice President/Director

Listed below are the major stockholders of Legacy Long Distance International, Inc.

<b><u>Stockholder</u></b>	<b><u>Percentage of Shares</u></b>
Curtis A. Brown	82.5 %
George Hansell, Jr.	16.0 %

Rafael Quinto – VP Operations

# Legacy Inmate Communications

## Income Statement

01/01/2017 to 12/31/2017

Exhibit C

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	<i>January 01, 2017</i>	<i>December 31, 2017</i>
Income		
Service Revenues		
OSP - BSG LEC Billed	1,119,324.15	6.0 %
OSP - Long Distance Services	50,528.95	0.3 %
OSP - CLEC Dial Tone	136,812.92	0.7 %
Inmate - BSG Lec Billed	379,302.12	2.0 %
Inmate - Credit Card Collect	1,926,554.26	10.3 %
Billing Services	1,036,438.98	5.5 %
OSP - Cox Lec Billed	50,714.69	0.3 %
OSP Credit Card Collect	2,637,631.90	14.1 %
Inmate - Fees Billed	1,871,976.93	10.0 %
Inmate - Payment Kiosk	1,486,252.36	7.9 %
Inmate - Prepaid	5,113,242.38	27.3 %
Inmate - Debit	3,235,907.44	17.3 %
TOTAL Service Revenues	19,044,687.08	101.7 %
Rejects - Rev. 0+BSG	(160,497.03)	-0.9 %
Rejects - LD Service 0+ Cox	(7,342.52)	0.0 %
All Credit Card Charge Backs	(151,178.15)	-0.8 %
TOTAL Income	18,725,669.38	100.0 %
NET INCOME	18,725,669.38	100.0 %
Cost of Goods Sold		
Network operating expenses		
Level 3 - CIC Origination	19,052.81	0.1 %
AT&T - COPT Dial Tone Expense	134,361.73	0.7 %
Century Link-SIP Origination Termination	504,187.71	2.7 %
Network and Switch Expense	908.55	0.0 %
Directory Assitance	310.00	0.0 %
BC BETI - Validation	186,182.44	1.0 %
Inmate Facilities Technicians	331,949.21	1.8 %
Inmate Facilities Bandwidth	382,574.85	2.0 %
Impact (Excel) - Termination	57,189.14	0.3 %
Mobile Tablet Edovo Peering Connection	3,000.00	0.0 %
JMS Interface Cost	36,938.00	0.2 %
Bad Debt Expense	7,120.80	0.0 %
SMS / 800	1,435.44	0.0 %
TOTAL Network Operating Expense	1,665,210.68	8.9 %
BSG		

	<i>January 01, 2017</i>	<i>December 31, 2017</i>
BSG Short-term Dilution	304,785.25	1.6 %
BSG True-up	16,029.19	0.1 %
BSG Bill Fees	47,098.58	0.3 %
BSG Inquiry Fees	3,067.53	0.0 %
BSG LEC Fees	302,637.84	1.6 %
BSG Bad Debt	41,038.42	0.2 %
BSG Finance Chg	14,903.65	0.1 %
BSG Customer Credits	29,078.90	0.2 %
TOTAL BSG Billing Expenses	758,639.36	4.1 %
Credit Card Fees - OSP	384,663.68	2.1 %
Credit Card Fees - Inmate	537,644.91	2.9 %
Credit Card Chargeback Fine	30,800.00	0.2 %
Lec Fees - Cox	5,605.50	0.0 %
Trinity Commissary Processing Fee	37,727.77	0.2 %
Fresno Technology Grant	42,411.60	0.2 %
JMS Integration	6,937.50	0.0 %
Edovo Mobile Tablets	93,243.18	0.5 %
OSP Commission Expense	2,585,699.20	13.8 %
Inmate Facility Commissions	6,201,159.91	33.1 %
Patent Royalty Expense	96,939.30	0.5 %
Customer Operations Expenses		
Salaries Client Relations	130,124.88	0.7 %
Medical Insurance Client Relations	16,181.37	0.1 %
Employ. Incent./Bonuses Client Relatio	100.00	0.0 %
Employ. Incent./Bonuses Client Relations	1,950.00	0.0 %
Other facilities/office Client Relations	1,406.89	0.0 %
Other Facilities/Office Client Relations	740.90	0.0 %
Postage / Shipping Client Relations	(160.00)	0.0 %
Travel / Lodging Client Relations	2,893.42	0.0 %
Meals and entertainment Client Relations	47.53	0.0 %
Meals and Entertainment Client Relations	617.56	0.0 %
Regulatory Fees	175,586.59	0.9 %
Dues and Subscriptions	55.00	0.0 %
TOTAL Operations Expenses	329,544.14	1.8 %
TOTAL Cost of Goods Sold	12,776,226.73	68.2 %
GROSS PROFIT	5,949,442.65	31.8 %
Expenses		
Operations expenses		
Salaries - Operations	168,344.61	0.9 %
Salaries Operator Center	512,994.30	2.7 %
Salaries Customer Service	142,227.08	0.8 %
Medical Insurance Operations	18,898.28	0.1 %
Medical Insurance Op Center	17,996.74	0.1 %

	<i>January 01, 2017</i>	<i>December 31, 2017</i>
Medical Insurance Customer Service	16,493.14	0.1 %
Employ. Incent. / Bonus Operations	6,225.00	0.0 %
Employ. Incent. / Bonus OP Center	10,375.00	0.1 %
Employ. Incent. / Bonus Customer Service	1,550.00	0.0 %
Other facilities/office Op Center	1,242.57	0.0 %
Equipment Operations	2,395.65	0.0 %
Express Shipping Operations	405.15	0.0 %
Express Shipping Op Center	52.48	0.0 %
Express Shipping Customer Service	17.49	0.0 %
Travel / lodging Op Center	3,927.90	0.0 %
Meals and Entertainment Op Center	3,713.67	0.0 %
Dues and subscriptions Op Center	90.00	0.0 %
<b>TOTAL Operations expenses</b>	<b>906,949.06</b>	<b>4.8 %</b>
<b>Business Development/Services Expenses</b>		
Salaries Business Services	197,645.94	1.1 %
Salaries Business Development	271,103.51	1.4 %
Medical Insurance Business Services	24,092.81	0.1 %
Medical Insurance Business Development	24,317.21	0.1 %
Employ. Incent. / Bonuses Business Serv.	64,721.63	0.3 %
Employ. Incent. / Bonuses Business Dev.	4,050.00	0.0 %
Severance / Business Services	62,000.00	0.3 %
Telephone/utilities Business Development	1,772.47	0.0 %
Other facilities/office Business Service	11,867.19	0.1 %
Other facilities/office Business Dev.	17,684.25	0.1 %
Equipment Business Services	9,902.42	0.1 %
Postage/shipping Business Development	1,156.25	0.0 %
Express Shipping Business Services	5,622.18	0.0 %
Express Shipping Business Development	5,802.13	0.0 %
Travel / lodging Business Services	59,852.61	0.3 %
Travel / lodging Business Development	8,709.39	0.0 %
Meals and entertainment Business Service	8,483.65	0.0 %
Meals and entertainment Business Dev.	5,437.84	0.0 %
Advertising Business Services	300.00	0.0 %
Dues and subscriptions Business Services	9,168.08	0.0 %
Dues and subscriptions Business Dev.	15,227.21	0.1 %
Trade Shows Business Development	7,419.22	0.0 %
<b>TOTAL Business Services/Development Expenses</b>	<b>816,335.99</b>	<b>4.4 %</b>
<b>IT Expenses</b>		
Salaries IT	465,000.00	2.5 %
Medical Insurance IT	40,923.02	0.2 %
Employ. Incent. / Bonus IT	10,325.00	0.1 %
Other facilities/office IT	73,669.50	0.4 %
Express Shipping IT	856.00	0.0 %
Travel / lodging IT	1,333.53	0.0 %
Meals and entertainment IT	215.51	0.0 %

	<i>January 01, 2017</i>	<i>December 31, 2017</i>
Dues and subscriptions IT	10,649.77	0.1 %
Test Calls IT	2,373.87	0.0 %
TOTAL IT Expenses	605,346.20	3.2 %
Network Maintenance		
Salaries Network Maintenance	531,632.21	2.8 %
Medical Insurance Network Maintenance	51,350.29	0.3 %
Employ. Incent. / Bonus Network Maintena	10,950.00	0.1 %
Legacy Cell Phones	19,452.95	0.1 %
Other facilities/office Network Maintena	236,293.49	1.3 %
Equipment Maint. Network Maintenance	284.09	0.0 %
Travel Network Maintenance	53,756.94	0.3 %
Telephone/Utilities Network Maintenance	27,076.20	0.1 %
Postage/shipping Network Maintenance	98.78	0.0 %
Express Shipping Network Maintenance	54,367.44	0.3 %
Travel / Lodging Network Maintenance	6,267.81	0.0 %
Meals and Entertainment Network	8,124.31	0.0 %
TOTAL Network Maintenance	999,654.51	5.3 %
General and Administrative		
Salaries - Executive Operations	197,800.08	1.1 %
Salaries - Finance	227,255.78	1.2 %
Medical Insurance Executive Operations	9,561.93	0.1 %
Medical Insurance Finance	19,043.48	0.1 %
Bonuses - Executive Operations	11,000.00	0.1 %
Bonuses - Finance	3,700.00	0.0 %
Employer payroll taxes - ALL	243,686.73	1.3 %
Accrued Vacation Expenses	(8,586.67)	0.0 %
401K Expense	25,215.31	0.1 %
Charitable Contributions	1,100.00	0.0 %
Rent - Corp. G&A	237,604.24	1.3 %
Tele. / utilities - Finance	22,341.83	0.1 %
Other facilities/office - Executive Oper	9,719.20	0.1 %
Other facilities/office - Finance	27,534.43	0.1 %
Equipment Corp G&A	3,377.99	0.0 %
Postage / shipping - Finance	4,052.74	0.0 %
Express Shipping Executive Operations	358.52	0.0 %
Express Shipping Finance	5,879.24	0.0 %
Travel / lodging - Executive Operations	17,503.80	0.1 %
Meals and entertain Executive Operations	5,567.85	0.0 %
Meals and entertain. - Finance	1,768.91	0.0 %
Insurance - Bonds	49,968.43	0.3 %
Corporate Legal Services	28,442.23	0.2 %
Accounting and auditing	14,000.00	0.1 %
Bank/ADP expense	16,261.03	0.1 %
TMI - Regulatory Compliance	143,346.99	0.8 %
Annual Regulatory Membership	8,000.00	0.0 %

	<i>January 01, 2017</i>	<i>December 31, 2017</i>
Dues and subscriptions Executive	1,600.00	0.0 %
Dues and subscrip. - Finance	3,574.45	0.0 %
Business License & Registration	283.50	0.0 %
Property Taxes	10,251.16	0.1 %
Sales Taxes	93,572.00	0.5 %
Misc. exp. - Finance	648.56	0.0 %
TOTAL General and Admin	1,435,433.74	7.7 %
Depreciation and Amortization	211,475.71	1.1 %
TOTAL Expenses	4,975,195.21	26.6 %
OPERATING PROFIT	974,247.44	5.2 %
Other Income & Expenses		
Interest expense	(3,874.09)	0.0 %
Interest income	1,114.68	0.0 %
TOTAL Other Income & Expenses	(2,759.41)	0.0 %
PROFIT BEFORE TAXES	971,488.03	5.2 %
Provisions for Taxes		
Federal income tax provision	100,000.00	0.5 %
TOTAL Provisions for Taxes	100,000.00	0.5 %
NET PROFIT	871,488.03	4.7 %

# Legacy Inmate Communications

## Balance Sheet

Exhibit C

December 2017

ASSETS		
Current Assets		
PEB Savings	701,522.38	
PEB PAYROLL	(124,366.57)	
PEB Alternate Checking	166,339.33	
Wells Fargo Checking	2,856.96	
Wells Fargo Savings	877.40	
PEB General New	(188,006.91)	
Tax Compliance Account	50,444.48	
Infinity Advance	65,687.63	
Accounts Recievable	703,168.81	
BSG TA Reserve	77,434.65	
Prepaid Rent	20,802.75	
Equipment Financing Deposit	15,100.00	
Misc. Deposits	49,915.54	
TMI Regulatory Escrow Account	1,619.96	
TOTAL Current Assets		1,543,396.41
Fixed Assets		
LLDI/Prop., plant & equip, net		
LLDI/PP&E - Finance/Corp G&A	794,543.37	
Accum. Depr. - Fin./Corp. G&A	(394,741.26)	
Auto	16,175.01	
Accum Depr. Auto	(16,175.01)	
Lease Hold Improvement	5,196.00	
Accum Depr. Lease Hold Equipment	(5,196.00)	
TOTAL LLDI/Prop., plant & equip, net		399,802.11
Telecom Equip. Def. Chg., net		
Telecom Equipment - Inmate	1,400,843.92	
Accum. Amort. - Telecom Eq. Inmate	(709,772.79)	
iCon Software	1,527,645.00	
Accum. Amort. - iCon Software	(1,527,645.00)	
TOTAL Telecom Equip. Def. Chg., net		691,071.13
TOTAL Fixed Assets		1,090,873.24
TOTAL ASSETS		2,634,269.65
LIABILITIES		
Current Liabilities		
Payables Commissions	665,291.05	
Payables Expenses	474,641.27	
Accrued Vacation	37,134.44	
Sales Tax Payable	93,572.00	
Loan Payable - BSG	110,111.64	
Federal Income Tax Payable	100,000.00	
TOTAL Current Liabilities		1,480,750.40

Long-Term Liabilities		
Deferred Rent	55,371.59	
TOTAL Long-Term Liabilities		55,371.59
TOTAL LIABILITIES		1,536,121.99
	CAPITAL	
Common Stock	3,911.56	
Retained earnings (accum def).	222,748.07	
Year-to-Date Earnings	871,488.03	
TOTAL CAPITAL		1,098,147.66
TOTAL LIABILITIES & CAPITAL		2,634,269.65



**LEGACY LONG DISTANCE INTERNATIONAL, INC.****Profiles of Key Personnel****Curtis A. Brown, President**

Prior to founding Legacy Long Distance International, Inc. ("LLDI") in September 1996, Curtis was President for Public Communications Network, Inc. (PCN). PCN was a start-up long distance service incorporated in August 1995. In a period of one year Mr. Brown successfully took \$150,000 of vested capital and built a company producing over \$1,500,000 its first year. Prior to working with PCN, Curtis acted as the General Manager of Operator Services/Director of Customer Services for Communications TeleSystems International (CTS). CTS is the 13th largest long distance provider in the United States. There he was responsible for all aspects of customer services, operator and network control operations, agent support, and all 0+ operations. During his tenure with CTS, Mr. Brown increased net revenues by over 680%.

**George Hansell, Vice President of Sales**

Mr. Hansell also comes to Legacy from PCN where he acted as the Residential and Commercial Sales Manager. Prior to joining the PCN team, George served as the Southern Region Materials and Sales Manager for Sharp Memorial Hospital. During his tenure at Sharp Memorial, Mr. Hansell was responsible for negotiating a national contract that saved the facility 1.5 million dollars annually in operational costs. His experience in Sales management is unsurpassed. George's concern for the customers' needs and his ability to communicate make him a valued asset to Legacy.

SOUTH CAROLINA TARIFF  
OF  
LEGACY LONG DISTANCE INTERNATIONAL, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Legacy Long Distance International, Inc. ("Legacy") with principal offices located at 10833 Valley View Street, Suite 150, Cypress, California 90630. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: April XX, 2018

EFFECTIVE: April YY, 2018

ISSUED BY: Mr. Curtis Brown - President  
10833 Valley View Street, Suite 150  
Cypress, California 90630

## CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this Sheet.

Sheet	Revision		Sheet	Revision		Sheet	Revision	
1	Original	*	28	Original	*	57	Original	*
2	Original	*	29	Original	*	58	Original	*
3	Original	*	30	Original	*	59	Original	*
4	Original	*	31	Original	*			
5	Original	*	32	Original	*			
6	Original	*	33	Original	*			
7	Original	*	34	Original	*			
8	Original	*	35	Original	*			
9	Original	*	36	Original	*			
10	Original	*	37	Original	*			
11	Original	*	38	Original	*			
12	Original	*	39	Original	*			
13	Original	*	40	Original	*			
14	Original	*	41	Original	*			
15	Original	*	42	Original	*			
16	Original	*	43	Original	*			
17	Original	*	44	Original	*			
18	Original	*	45	Original	*			
19	Original	*	46	Original	*			
20	Original	*	47	Original	*			
21	Original	*	48	Original	*			
22	Original	*	49	Original	*			
23	Original	*	50	Original	*			
24	Original	*	51	Original	*			
25	Original	*	52	Original	*			
26	Original	*	53	Original	*			
27	Original	*	54	Original	*			
			55	Original	*			

\* - Indicates pages included with this filing.

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10833 Valley View Street, Suite 150  
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### SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M)- Moved from another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

## 1.1 Definitions

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to Legacy's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Ancillary Service Charge - Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

## 1.1 Definitions, (Cont'd.)

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call, Calling Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card, Calling Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

## 1.1 Definitions, (Cont'd.)

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Credit Card - This charge applies in addition to the per minute charges for calls billed to a telephone company-issued Calling Card or commercial credit card when the customer dials all of the digits required to route and bill the call.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard.

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Debit Card - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Colombia), as amended by the Court in its orders issued prior to October 17, 1990.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

## 1.1 Definitions, (Cont'd.)

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Carolina.

Jail - A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

---

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

## 1.1 Definitions, (Cont'd.)

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

## 1.1 Definitions, (Cont'd.)

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

Prison - A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the South Carolina Public Service Commission to be providing operator services.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

## 1.1 Definitions, (Cont'd.)

Real Time Rated - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that Legacy communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

Sent Paid Coin - Sent paid coin rates apply to calls placed from pay telephone stations and paid for by depositing coins at the pay telephone and are rated in real time. A call of this type requires Legacy to communicate and collect the charges from the originating location.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

---

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of South Carolina, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

### 2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of South Carolina.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.3 Payment and Credit Regulations

## 2.3.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

## 2.3.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by Legacy or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, Legacy will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to Legacy for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.3 Payment and Credit Regulations, (Cont'd.)

## 2.3.2 Payment for Service, (cont'd.)

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.3 Payment and Credit Regulations, (Cont'd.)

## 2.3.2 Payment for Service, (cont'd.)

- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) Legacy will not bill for unanswered calls in areas where Equal Access is available, nor will Legacy knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Legacy will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.4 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

## 2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

## 2.6 Charges Paid for by Coin Deposits in a Public or Semi-public Pay Telephone

When charges for a call are paid by depositing coins in a public or semi-public coin telephone, the charge for the call is the applicable initial period and any additional period rates plus applicable operator handled charges. The charge(s) are billed in one minute increments and rounded to the nearest multiple of \$.05. Taxes for coin calls are included in the rate.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.7 Cancellation or Interruption of Services

- 2.7.1 Without incurring liability, Legacy may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:
- (A) For nonpayment of any sum due Legacy for more than thirty days after issuance of the bill for the amount due;
  - (B) For violation of any of the provisions of this tariff;
  - (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Legacy's service; or
  - (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting Legacy from furnishing its service.
- 2.7.2 Without incurring liability, Legacy may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber/Customer and Legacy's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.7 Cancellation or Interruption of Services, (Cont'd.)

- 2.7.3 Service may be discontinued by Legacy by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when Legacy deems it necessary to take action to prevent unlawful use of its service. Legacy may restore service as soon as it can be provided without undue risk.
- 2.7.4 The termination notice process provides adequate time intervals for the Customer to prevent termination or disconnect.
- (A) The first notice is our "Disconnect Notice". It is sent to customers who have a past due balance of \$10.00 or more on the 10th day after bills are sent each month.
  - (B) On the 11th day after the disconnect notice is sent, accounts that still have a past due balance are temporarily deactivated and a notice is sent to tell the Customer what action has been taken. This notice is printed on letterhead.
  - (C) On the 11th day after deactivation of the accounts, those that still have a past due balance are sent "Final Demand Letter". These Customers are contacted by phone regularly and then placed with a collection agency on the 20th of the next month.
  - (D) Accounts are tracked daily for reactivation of service as balances are paid.
- 2.7.5 If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.8 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.8.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.8.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to Legacy operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.8.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.8.4 Failure to pay a previously owed bill by the same Customer at another location.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.9 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 3.14.4, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

## 2.10 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

## 2.11 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

## 2.12 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.13 Liability of the Company

- 2.13.1 Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.13.2 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.13 Liability of the Company, (Cont'd.)

- 2.13.3 Legacy shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over Legacy or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.13.4 Legacy is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions of 2.13.2 above.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.13 Liability of the Company, (Cont'd.)

- 2.13.5 Legacy shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.13.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.13.7 Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.14 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Legacy hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing practices, if any, set forth by the Public Service Commission. Additionally, Legacy will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Legacy understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.15 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

## 2.15.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
- (D) Any other information required by state or federal regulatory agencies or law.

## 2.15.2 Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.15 Responsibilities of Aggregators, (Cont'd.)

2.15.3 Legacy shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if Legacy reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

## 2.16 Responsibilities of the Subscriber

2.16.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.

2.16.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Legacy on the Subscriber's behalf.

2.16.3 If required for the provision of Legacy's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Legacy.

2.16.4 The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Legacy when required for Legacy personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Legacy's Services.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.16 Responsibilities of the Subscriber, (Cont'd.)

- 2.16.5 The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Legacy's facilities or services, that the signals emitted into Legacy's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.16.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Legacy's equipment, personnel, or the quality of Service to other Subscribers or Customers, Legacy may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Legacy may, upon written notification, terminate the Subscriber's service.
- 2.16.7 The Subscriber must pay Legacy for replacement or repair of damage to the equipment or facilities of Legacy caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.16.8 The Subscriber must pay for the loss through theft or fire of any of Legacy's equipment installed at Subscriber's premises.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.17 Responsibilities of Authorized Users

- 2.17.1 The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.17.2 The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.17.3 The Authorized User is responsible for providing Legacy with a valid method of billing for each call. Legacy reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Legacy may refuse to place the call.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.18 Applicable Law

This tariff shall be subject to and construed in accordance with South Carolina law.

## 2.19 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

## 2.20 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the Commission with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

## 2.21 Toll Free Numbers

The company will make every effort to reserve toll free vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested toll free number(s) will be available or assigned to the Customer requesting the number.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

## 2.22 Other Rules

2.22.1 Legacy reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

2.22.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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### SECTION 3.0 - DESCRIPTION OF SERVICES

#### 3.1 General

Legacy Long Distance International, Inc. offers outbound long distance, operator assisted, in-bound toll free and travel card services to its customers. Rates for these services vary by product. All Legacy services are available 24 hours a day, seven days a week. Specific offerings of the company are described in Section 3.5 of this tariff. Rates for each service offering are provided in Section 4 of this tariff.

Legacy's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Commission and the Federal Communications Commission.

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## SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula =

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.3 Determination of Call Duration and Timing of Calls

- 3.2.1 For Direct Dialed (via an access code) and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in Section 4 of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Legacy will reasonably issue credit for the call.

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## SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.4 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIODORPEAK RATE PERIOD					EVE	
5:00 PM TO 10:59 PM	EVENING RATE PERIODOROFF PEAK RATE PERIOD						
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIODOROFF PEAK RATE PERIOD						

- 3.4.1 Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.4 Time of Day Rate Periods, (Cont'd.)

- 3.3.2 The time when connection is established is determined in accordance with the time - standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies to all intrastate direct dialed calls.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.5 Legacy Service Offerings

Legacy provides telecommunications services for communications originating and terminating within the State of South Carolina under terms of this tariff.

## 3.5.1 Operator Services

## (A) Determination of Charges

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

## (B) Classes of Services

Service is offered on a Dial Station, Customer Dialed Calling Card Station, Operator Station, Person-to-Person - Operator Station/ Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of service.

## (C) Application of Operator Services Rates

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e. station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.5 Legacy Service Offerings, (Cont'd.)

## 3.5.1 Operator Services, (cont'd.)

## (D) Public Payphone Surcharge

Operator Assisted calls originating from a Public Payphone will be charged the Public Payphone Surcharge rate in Section 4.

## (E) Customer Dialed Credit/Calling Card Charge

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customer dials all of the digits required to route and bill the call.

## (F) Operator Station Charge

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card and Person to Person calls.

## (G) Person to Person Charge

This charge applies in addition to usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available. Calls may be billed to a third number, credit/calling card, or the called party (collect).



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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.5 Legacy Service Offerings, (Cont'd.)

## 3.5.1 Operator Services, (cont'd.)

## (H) Operator Dialed Service Charge

This charge applies in addition to usage and per call service charges for calls when the Customer has the capability of dialing all the digits necessary to complete the call, but elects to have the operator dial the called station. The service charge does not apply to calls when operator dialing is due to technical problems with dialing or for calls placed on behalf of a handicapped person unable to dial the call.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.5 Legacy Service Offerings, (Cont'd.)

3.5.5 Legacy Toll Free Service

Legacy Toll Free Service permits inbound calls to be completed to the Customer's location without charge to the calling party. Calls are billed and rated as described in each plan.

(A) Toll Free Rate Plan A

There is a monthly service charge with this Plan. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.5 Legacy Service Offerings, (Cont'd.)

## 3.5.6 Legacy Travel Card Service

Legacy Travel Card Service allows the Customers to place calls within the State of Pennsylvania while away from home or office.

## (A) Travel Card Rate Plan A

There is a per call surcharge associated with this service. Calls are billed in increments of one (1) minute, after an initial period, for billing purposes only, of one (1) minute.

## 3.5.7 Directory Assistance

Directory Assistance is available to Customers of Legacy's long distance services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. One request may be made on each call to Directory Assistance.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.6 Institutional Operator Assisted Calling

Institutional operator assisted service allows inmates to place collect calls through an automated call processing system. The call processing system prompts the inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with Institutional operator services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

3.6.1 For services provided to inmates of Institutions, the following special conditions apply:

- (A) Calls to "900", "976" or other pay-per-call services are blocked by the Company.
- (B) At the request of the Institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- (C) At the request of the Institution, the Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
- (D) At the request of the Institution, the Company may block inmate access to specific telephone numbers.
- (E) Availability of the Company's services may be restricted by the Institution to certain hours and/or days of the week.
- (F) At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- (G) At the request of the Institution, the Company may impose time limits on local and long distance calls placed using its services.
- (H) At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

3.6 Institutional Operator Assisted Calling, (Cont'd.)

3.6.2 Classes of Calls

Automated Collect Station Calls: are calls which are placed by an Inmate who dials all of the digits required to route the call and who follows the Legacy system prompts, enabling the Called Party to accept the charges for the call. If the Called Party does not accept the call, the call is terminated and no billing applies.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.6 Institutional Operator Assisted Calling, (Cont'd.)

## 3.6.2 Prepaid Institutional Operator Assisted Calling

## (A.) General

Legacy Prepaid Institutional Calling Services provide alternative payment arrangements for Inmates in Correctional Institutions. This service is designed for those whose credit history is inadequate to receive collect calls; Called Parties whose usage exceeds credit limits established for the institution; inmates who wish to utilize their commissary funds for call placement; and Called Parties who simply wish to budget their inmate calls.

Two options are available with Prepaid Institutional Calling Services. The first option, Debit Card/Debit Account, allows the Inmate (via the Institution personnel) to set up his/her own account/card at the Correctional Institution. The second option, Prepaid Collect, allows the Called Party who receives collect calls from Inmates to set up his/her own prepaid account.

Prepaid Institutional Calling Services are available 24 hours a day, seven days a week. Access to telephone service by an Inmate may be subject to time of day and usage restrictions imposed by individual Facilities.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.6 Institutional Operator Assisted Calling, (Cont'd.)

## 3.6.2 Prepaid Institutional Operator Assisted Calling, (Cont'd.)

## (B) Prepaid Debit Service

With a Debit Card or Debit Account (collectively referred to as "Debit"), each Inmate has the option to transfer funds from his/her commissary account to purchase a debit card or have calls paid for directly out of the Inmate's commissary account.

This is accomplished by facility personnel or through a direct interface between the commissary system and the inmate phone system. This account is associated with the Inmate's Personal Identification Number (PIN). When the Inmate places a call, he/she has the option of calling collect or debit. Once debit is selected, the inmate enters the PIN and called telephone number. All purchases on a Debit Account are paid to and handled by the Institution. The Company receives payment from the Facility; it does not engage in direct monetary transactions with the Inmate. Debit cards or Debit Accounts may be purchased in any amount subject to the requirements or restrictions of the Facility.

The Company's system automatically informs the caller of the available usage balance remaining in the Prepaid Account, and provides prompts to place the call by entering the destination telephone number. Network usage is deducted from the available usage balance in the account on a real time basis as the call progresses.

Available balances in the Debit Card or Debit Account are refundable by request of the Inmate (typically after release). The available usage balance expires six (6) months from the date the last call is made on the account or card. Since services are consumed in the order purchased, each new purchase will typically reset the expiration timeframe. No refunds will be issued after the service expiration date.

Network usage for a Debit call is deducted from the available usage balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.6 Institutional Operator Assisted Calling, (Cont'd.)

## 3.6.2 Prepaid Institutional Operator Assisted Calling, (Cont'd.)

## (C) Prepaid Collect Service

Prepaid Collect service is available for Called Parties who choose to pay for services through a prepaid arrangement. A Prepaid Collect account is set up by the Company for the Called Party. If the payment into the account is provided via the Called Party's credit card, credit verification procedures are carried out under the terms specified in Section 2 of this tariff. The Company does not engage in direct monetary transactions with the Inmate.

The Company's system automatically informs the account holder of the available usage balance remaining in the Prepaid Collect account prior to acceptance of the call. Network usage is deducted from the balance in the account on a real time basis as the call progresses. The account holder will also receive a reminder message when the account balance has one minute of usage remaining. All calls must be charged against an Account that has sufficient available balance. Calls in progress will be terminated by the Company if the balance on the Account is insufficient to continue the call.

Payments for Prepaid Collect accounts and any available usage balance are refundable upon request, typically after release of the Inmate. The available usage balance expires six (6) months from the date the last call is made on the Prepaid Collect account. Since services are consumed in the order purchased, each new purchase will typically reset the expiration timeframe. Consumers may cancel services and request a refund prior to expiration. No refunds will be issued after the expiration date.

Initial or additional deposits to Prepaid Collect accounts may be made via selected retail outlets with which the Company may contract to receive Customer payments, or via Western Union, commercial credit card, debit card or e-checks. Payments may be made in any amount.

Prepaid Collect Services are available 24 hours a day, seven days per week. Access to telephone service by an inmate may be subject to time of day and usage restrictions imposed by individual Correctional Institutions.

Network usage for a Prepaid Collect call is deducted from the available usage balance in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 3.0 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.6 Institutional Operator Assisted Calling, (Cont'd.)

## 3.6.2 Prepaid Institutional Operator Assisted Calling, (Cont'd.)

## (D) Ancillary Service Charges

1. Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).
2. Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.
3. Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

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## SECTION 4.0 - RATES

## 4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by product type, time of day, day of week and call duration.

## 4.2 Operator Services – Maximum Rates

## 4.2.1 Intrastate Operator Service Rates

- (A) All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

	<u>Per Minute Usage Rates</u>
Day	\$0.20
Evening/Night/Weekend	\$0.11
	<u>Service Charge Per Call:</u>
Operator Assistance	\$0.75
Person-to-Person	\$3.00
Station-to-Station	\$1.25
Collect	\$1.85
Third Party	\$1.51
Calling Card Station Rates - Customer Dialed	
Automated (Mechanized)	\$0.30
Operator - Assisted	\$0.58
Calling Card State Rates - Operator Dialed	\$1.13
Busy Line Verification	\$1.25
Busy Line Interrupt	\$2.00

## 4.2.2 Pay Telephone Surcharge

Rate Per Call: \$0.50

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## SECTION 4.0 - RATES, (CONT'D.)

## 4.3 Legacy Toll Free Service

## 4.3.1 Toll Free Rate Plan A

Maximum Per Minute Rate

	Day		Evening		Night	
Miles	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.1485	\$0.1485	\$0.1485	\$0.1485	\$0.1485	\$0.1485

Maximum Monthly Service Charge

\$4.50

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## SECTION 4.0 - RATES, (CONT'D.)

## 4.4 Legacy Travel Card Service

## 4.4.1 Travel Card Rate Plan A

Maximum Per Minute Rate

	Day		Evening		Night	
Miles	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute	Maximum Initial Minute	Maximum Additional Minute
All	\$0.2850	\$0.2850	\$0.2850	\$0.2850	\$0.2850	\$0.2850

Maximum Per Call Surcharge

\$0.75

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## SECTION 4.0 - RATES, (CONT'D.)

## 4.5 Directory Assistance

Maximum Per Call Charge \$1.30

## 4.6 Institutional Services Rates – Maximum Rates

## 4.6.1 IM-1 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.27	\$0.72	\$0.72

## 4.6.2 IM-2 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.23	\$0.74	\$0.83

## 4.6.3 IM-3 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.24	\$0.24	\$0.24

## 4.6.4 IM-4 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.38	\$0.83	\$0.83

## 4.6.5 IM-5 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.17	\$0.83	\$0.83

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SECTION 4.0 - RATES, (CONT'D.)

## 4.6 Institutional Services Rates – Maximum Rates

## 4.6.6 Ancillary Service Charges

A.	Automated payment fees	\$3.00
B.	Live Agent Fee	\$5.95
C.	Paper Bill/Statement Fees	\$2.00

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## SECTION 5.0 - CURRENT RATES

## 5.1 Operator Services

## 5.1.1 Current Rate Schedules - Per Period Charges

## (A) Intrastate Operator Service Rates

- (1) All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

	<u>Per Minute Usage Rates</u>
Day	\$0.20
Evening/Night/Weekend	\$0.11

	<u>Service Charge Per Call:</u>
Operator Assistance	\$0.75
Person-to-Person	\$3.00
Station-to-Station	\$1.25
Collect	\$1.85
Third Party	\$1.51

Calling Card Station Rates - Customer Dialed	
Automated (Mechanized)	\$0.30
Operator - Assisted	\$0.58

Calling Card State Rates - Operator Dialed	\$1.13
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Busy Line Verification	\$1.25
Busy Line Interrupt	\$2.00

## 5.1.3 Pay Telephone Surcharge

Rate Per Call: \$0.50

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## SECTION 5.0 - CURRENT RATES, (CONT'D.)

## 5.2 Legacy Toll Free Service

## 5.2.1 Toll Free Rate Plan A

Per Minute Rate

	Day		Evening		Night	
Miles	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990

Monthly Service Charge

\$3.00

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## SECTION 5.0 - CURRENT RATES, (CONT'D.)

## 5.3 Legacy Travel Card Service

## 5.3.1 Travel Card Rate Plan A

Per Minute Rate

	Day		Evening		Night	
Miles	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
All	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900	\$0.1900

Per Call Surcharge

\$0.50

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SECTION 5.0 - CURRENT RATES, (CONT'D.)

## 5.4 Directory Assistance

<u>Per Call Charge</u>	\$0.85
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## SECTION 5.0 - CURRENT RATES, (CONT'D.)

## 5.5 Institutional Operator Assisted Calling\*

## 5.5.1 IM-1 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.18	\$0.48	\$0.48

## 5.5.2 IM-2 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.15	\$0.49	\$0.55

## 5.5.3 IM-3 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.16	\$0.16	\$0.16

## 5.5.4 IM-4 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.25	\$0.55	\$0.55

## 5.5.5 IM-5 – Collect, Prepaid Debit and Prepaid Collect

	Local	Intra LATA	InterLATA
Rate Per Minute:	\$0.11	\$0.55	\$0.55

## 5.5.6 Ancillary Service Charges

- |    |                           |        |
|----|---------------------------|--------|
| A. | Automated payment fees    | \$3.00 |
| B. | Live Agent Fee            | \$5.95 |
| C. | Paper Bill/Statement Fees | \$2.00 |

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**SECTION 6.0 - MISCELLANEOUS SERVICES****6.1 Late Payment Charge**

A late fee of 1.5% per month will be charged on any past due balance.

**6.2 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to South Carolina law and Commission regulations.

**6.3 Property Imposed Fee**

A fee may be imposed in addition to the rates and charges selected by the Aggregator. The combination of service charges, usage charges and Property Imposed Fee (PIF) may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company.

Maximum PIF \$1.00 per completed call

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